

**STATE OF NORTH DAKOTA**

**DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
600 EAST BOULEVARD AVENUE  
BISMARCK ND 58505-0250**

**REQUEST FOR PROPOSAL (RFP)**

**RFP Title:** Guardianship Services for Vulnerable Adults

**RFP Number:** 325-06-19-018

**Date of Issue:** September 1, 2006

**Purpose of RFP:** To provide for the establishment of guardianships and for the provision of guardianship duties including discharge obligations for vulnerable adults who are ineligible for developmental disabilities case management services.

**Procurement Officer:** Faye L. Tschosik, Aging Services Division

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## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01**

#### **Purpose of the RFP**

The Department of Human Services, Aging Services Division, hereafter referred to as "purchasing agency" is soliciting proposals to provide for the establishment of guardianships and for the provision of guardianship duties including discharge obligations, hereafter referred to as "guardianship duties" for vulnerable adults who are ineligible for developmental disabilities case management services.

### **1.02**

#### **Contact Person, Telephone, Fax, E-mail**

Procurement Officer: Faye L. Tschosik  
Phone: 701-328-4644  
Fax: 701-328-4061  
TTY Users Call: 1-800-366-6888 (Relay North Dakota)  
E-Mail: sotscf@nd.gov

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP (the preferred method of communication is e-mail) must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State's bidders list.

### **1.03**

#### **RFP Schedule**

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days. The approximate RFP schedule is as follows:

<b>RFP Schedule</b>	<b>Dates</b>	<b>Time (CT)</b>
RFP Issue Date	September 1, 2006	
Deadline for Receipt of Questions and Objections	September 11, 2006	
Questions, Objections, and Responses Issue Date	September 13, 2006 (Approximate)	
Deadline for Receipt of Proposals	October 2, 2006	12:00 Noon
Proposal Review and Evaluation	October 3-5, 2006	
Notice of Intent to Award a Contract Issue Date	October 6, 2006 (Approximate)	
Deadline for Vendor Registration Approval	October 16, 2006	
Contract Start Date	October 16, 2006	

### **1.04**

#### **Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

### **1.05**

#### **Notice Provided**

Notice of this RFP has been provided through the following:

- North Dakota Department of Human Services  
Website: <http://www.nd.gov/humanservices/info/publicnotice/index.html>
- North Dakota State Procurement Office State's Bidders List (N.D.C.C. § 54-44.4-09)  
Website: <http://www.nd.gov/csd/spo/vendor-resources.html>
- Letter of Notice Mailed (postal or electronic) to Potentially Interested Parties

For an RFP formatted in MS Word, e-mail the procurement officer at [sotscf@nd.gov](mailto:sotscf@nd.gov).

## **1.06**

### **Pre-Proposal Conference**

No pre-proposal conference will be held for this RFP. Questions regarding this solicitation must be addressed as specified in this RFP Section 1.07 Deadline for Receipt of Questions and Objections.

## **1.07**

### **Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, citing the RFP title and number and the RFP, contract or attachment section(s). To allow sufficient time to respond or to issue any necessary amendment to the RFP, the procurement officer must receive these questions by the deadline specified in this RFP Section 1.03 RFP Schedule.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the deadline.

If the question can be answered by directing the questioner to a specific section of the RFP, contract, or attachments, then the procurement officer may provide a response to the question over the telephone. Other questions may be more complex and may require a written response or amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

The questions, objections, and responses will be summarized. Notice of the summary will be provided through the Department's website and State's bidders list as outlined in this RFP Section 1.05 Notice Provided and to those who have submitted a letter of interest as indicated in Section 1.09 Letter of Interest. The summary will be issued by the date specified in Section 1.03 RFP Schedule.

## **1.08**

### **Amendments to the RFP**

If an amendment to this RFP is issued, notice will be provided through the Department's website and State's bidders list as outlined in this RFP Section 1.05 Notice Provided and to those who have submitted a letter of interest as indicated in Section 1.09 Letter of Interest.

## **1.09**

### **Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer citing the RFP title and number, the name of the entity, contact person, mailing address, e-mail address, and fax number. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

### **1.10**

#### **Deadline for Receipt of Proposals and Return Mailing Address**

Offerors must submit five (5) printed copies (one with original signature) of its proposal and one electronic (CD) copy of its proposal in a sealed envelope.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

- Faye Tschosik, Procurement Officer  
Department of Human Services  
Aging Services Division – Judicial Wing – Room 310  
RFP Guardianship Services for Vulnerable Adults  
RFP Number 325-06-19-018  
600 East Boulevard Avenue Dept 325  
Bismarck ND 58505-0250

Proposals must be received at Aging Services Division no later than the deadline specified in this RFP Section 1.03 RFP Schedule. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location before the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

### **1.11**

#### **Approved Vendor Registration Requirements**

Proposals will be accepted from offerors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award. To become an approved vendor, an offeror must:

- 1) be registered with the North Dakota Secretary of State (fees apply), and
- 2) submit a completed Bidder's List Application (SFN 53655) to the ND State Procurement Office/ Vendor Registry Office.

Prospective offerors may access the Procurement Vendor Database on-line to verify whether their entity is currently on the bidders list.

The Procurement Vendor Database registration instructions and forms are available on-line at:

- North Dakota State Procurement Office  
Website: <http://www.nd.gov/csd/spo/vendor-resources.html>  
For assistance contact: 701-328-2773 or [infospo@nd.gov](mailto:infospo@nd.gov)

The State's bidders list that will be used for this solicitation is as follows:

- Commodity Code: 952 – Human Services  
Sub-Class: 59 – Human Services (Not Otherwise Classified)

The successful offeror must register and become approved by the deadline specified in this RFP Section 1.03 RFP Schedule. If an offeror fails to become approved by the deadline specified by the procurement officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

## **SECTION TWO BACKGROUND INFORMATION**

### **2.01**

#### **Background Information**

The State of North Dakota, during the Fifty-ninth Legislative Assembly passed legislation (Senate Bill 2028) to provide for a guardianship services system for vulnerable adults who are ineligible for developmental disabilities case management services. The system is to include a base unit funding level, provider standards, staff competency requirements, the use of an emergency funding procedure to cover the costs of establishing needed guardianships, the provision of guardianship services, and guidelines and training of guardians. The system also is to include the development and maintenance of a system of volunteer guardians to serve the state.

The Department of Human Services, Aging Services Division, is responsible for development and coordination of the guardianship services system.

Aging Services Division intends to contract with a vendor for the establishment of guardianships and for the provision of guardianship duties for the individuals for whom the court has appointed the vendor as guardian. The vendor must also develop and submit to Aging Services Division, a written plan for developing and maintaining a system of volunteer guardians to serve the state.

### **2.02**

#### **Budget**

The estimated budget for completion of this project is \$40,000. Proposals priced more than the funds available will be considered non-responsive.

The vendor will be reimbursed up to a maximum of \$1,200 per establishment of guardianship and up to a maximum of \$3.92 per ward per day for performing guardianship duties. The vendor cannot charge the ward for any costs that may exceed the reimbursement rate.

## **SECTION THREE SCOPE OF WORK**

### **3.01 Scope of Work**

#### **Overview**

The Department of Human Services, Aging Services Division, is soliciting proposals to provide for the establishment of guardianships and for the provision of guardianship duties for vulnerable adults who are ineligible for developmental disabilities case management services.

#### **Definitions**

Definitions are as follows:

- “Adult” means a person who is age 18 or older including a minor emancipated by marriage.
- “Elderly” means a person who is age 60 or older.
- “Guardian” means an individual or organization named by order of the court to exercise any or all powers and rights of the person and/or the estate of an individual. The term includes conservators and certified private or public fiduciaries. All guardians are accountable to the court.
- “Vulnerable adult” means an adult who has a substantial mental or functional impairment.
- “Ward” means a person for whom a guardian has been appointed.

#### **Description of Specific, Results-Oriented Tasks**

Specific activities are as follows:

- 1) Establishment of guardianships; and
- 2) Provision of guardianship duties.

The vendor must also develop a written plan for developing and maintaining a system of volunteer guardians to serve the state.

#### **Service Area**

The vendor must provide the services throughout the State of North Dakota.

#### **Service Eligibility**

The vendor must pre-determine eligibility of vulnerable adults based on the following criteria:

- 1) Ineligible for developmental disabilities case management;
- 2) Chronically mentally ill (CMI), traumatic brained injured, (TBI), or elderly;
- 3) Reside in the State of North Dakota;
- 4) Referred through a case management system; and
- 5) Documentation that avenues for least restrictive alternatives have been explored.

The vendor must establish an inter-disciplinary team and coordinate team meetings to determine final eligibility of vulnerable adults. The team must, at a minimum, consist of a representative from the following entities:

- a) Vendor Agency
- b) Referring Agency
- c) Aging Services Division



**Service Availability**

The vendor must provide guardianship duties to wards established through this contract for the duration of the contract term or until death of the ward or termination of the court order.

**Social Worker Requirement**

The vendor must assure that the guardianship duties are performed by a social worker that is licensed in the State of North Dakota.

**3.02****Location of Work**

The State will not provide workspace for the vendor.

**3.03****Prior Experience**

No specific minimums have been set for this RFP.

**3.04****Required Licenses**

At the time specified by the deadline for submission of proposals, the offerer must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

**3.05****Federal and State Requirements**

The vendor must provide services in compliance with the following:

- North Dakota Department of Human Services Purchase of Service Agreement
- Senate Bill No. 2028
- N.D.C.C. Chapters 30.1-26, 30.1-28, and 30.1-29
- North Dakota Guardianship Standards of Practice for Adults, dated April 15, 2006

The North Dakota Guardianship Standards are located on-line at:

- North Dakota Department of Human Services  
Website:  
<http://www.nd.gov/humanservices/info/rfp/2006/20060901-rfp-guardianship-services-standards-attach.pdf>

Assessments and reviews will be conducted to assure that services are being provided according to requirements. Non-compliance may result in non-payment or recapture of funds.

**3.06****Reimbursement Requirements**

The vendor must submit reimbursement requests as follows:

- Request for Reimbursement form (SFN 1763) due at Aging Services Division no later than thirty (30) days after the end of the monthly service period that includes the following:
  - a) Reimbursement for establishment of guardianships based on contracted rate.
  - b) Reimbursement for provision of guardianship duties based on contracted rate.

The Request for Reimbursement form is available as a fillable form and is located on-line at:

- North Dakota State Government  
Website: <http://www.state.nd.us/eforms/>

### **3.07**

#### **Reporting Requirements**

The vendor must submit reporting as follows:

- Monthly Service Report due at Aging Services Division no later than thirty (30) days after the end of the monthly service period that includes the following:
  - a) Number of guardianships established.
  - b) Names, address, and telephone number of newly established wards.
  - c) Name of each ward for which reimbursement is requested.
  - d) Name of each guardianship terminated including reason for termination.
  - e) Summary of activities completed on the plan for developing and maintaining a system of volunteer guardians.

## **SECTION FOUR GENERAL CONTRACT INFORMATION**

### **4.01**

#### **Contract Term, Extension and Renewal Options**

The State intends to enter into a contract with an effective date beginning October 16, 2006 and ending June 30, 2007.

The State reserves the right to extend the contract for an additional period of time, not to exceed twelve (12) months, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

This contract may be renewed upon satisfactory completion of the initial contract term and the legislative appropriation for the 2007-2009 State biennium. The State reserves the right to execute two options to renew this contract under the same terms and conditions for a period of twelve (12) months, however, may negotiate the contracted reimbursement rates to allow for cost increases. The estimated dollar amount for the renewal options is dependent upon legislative appropriation. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least forty-five (45) days before the scheduled contract expiration date.

### **4.02**

#### **Standard Contract Provisions**

The successful offeror will be sent a contract for signature and return to the State. A sample contract document is attached to this RFP as Attachment 1. The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be addressed as specified in this RFP Section 1.07 Deadline for Receipt of Questions and Objections. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for objections with any concerns regarding the contract provisions.

### **4.03**

#### **Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **4.04**

#### **Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **4.05**

#### **Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

- b) if the State's rights would be diminished as a result of application of a supplemental term condition included in the proposal, the supplemental term or condition will be considered null and void.

#### **4.06**

##### **Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

#### **4.07**

##### **Contract Changes – Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the procurement officer will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the procurement officer has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

#### **4.08**

##### **Taxes and Taxpayer Tax Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax for the employees' compensation and remit to the state as required by law.

For more information visit the following website at:

- North Dakota Tax Department  
Website: <http://www.nd.gov/tax/>  
For assistance regarding sales and use tax, contact: 701-328-3470  
For assistance regarding income tax, contact: 701-328-3125

#### **4.09**

##### **Proposed Payment Procedures**

The State will make payment within thirty (30) days after receipt of the request for reimbursement and

required reporting. No payment will be made until the reimbursement and reporting have been approved by the State.

The State will not make any advanced payments before performance by the contractor under this contract.

#### **4.10**

##### **Right to Inspect Place of Business**

At reasonable times, the State may inspect those areas of the contractor's business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

#### **4.11**

##### **Inspection & Modification – Reimbursement for Unacceptable Services**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the purchasing agency. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the purchasing agency determine that corrections or modifications are necessary in order to accomplish its intent, the purchasing agency may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

#### **4.12**

##### **Termination for Default**

If the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the provisions of the Service Contract, attached.

## **SECTION FIVE PROPOSAL FORMAT AND CONTENT**

### **5.01**

#### **Proposal Format and Content**

The State discourages overly lengthy and costly proposals. In order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

When developing a proposal, the offeror has the option of using the forms provided with the RFP or using a similar format developed by the offeror including appropriate headings and attachment labeling.

For an e-mailed copy of the forms formatted in MS Word, contact the procurement officer at [sotscf@nd.gov](mailto:sotscf@nd.gov).

### **5.02**

#### **Authorization and Certifications**

##### **Identifying Data Form**

An offeror must complete and submit an Identifying Data Form. By signature on the Identifying Data Form, an offeror:

- a) binds the offeror's proposal;
- b) provides identification of the individual who will represent the vendor as it relates to the contract;
- c) confirms that the offeror will comply with all provisions in this RFP; and
- d) certifies that it complies with Section 6.04 Offeror's Certification.

The Identifying Data Form is included with this RFP as Attachment A. The Board Chairperson or the Board Vice-Chairperson must sign the initial Identifying Data Form. If the offeror is not governed by a Board, the form must be signed by an individual authorized to legally bind the offeror.

##### **Conflict of Interest**

As stated in this RFP Section 6.03 Conflict of Interest, an offeror is required to disclose any instances where the entity or individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

An offeror must include a signed statement addressing any possible conflict of interest by the entity or any individual working on the contract or addressing that there is no conflict of interest.

The statement should be attached to the Identifying Data Form.

### **5.03**

#### **Project Management Plan**

An offeror must identify by name and title, the entity's principal officers and board members.

An offeror must identify by name and title, the entity's staff and subcontract staff that will be involved in carrying out this project.

An offeror must also include an entity organizational chart that describes the organization and illustrates lines of authority.

A Project Management Plan Form is included with this RFP as Attachment A1. The organizational chart should be attached to the Project Management Plan Form.

#### **5.04**

##### **Experience and Qualifications**

###### **Entity Experience**

An offeror must describe the entity's experience in providing the services or providing similar services as those being purchased through this RFP.

###### **Entity Staff and Subcontract Staff Experience and Qualifications**

An offeror must, for each of the entity's staff or subcontract staff that will be involved in carrying out this project, describe the type of work the individual will perform, describe relevant credentials and experience of each individual, and provide a resume for each.

An offeror must provide the license number and current license expiration date of the licensed social worker.

An Experience and Qualifications Form is included with this RFP as Attachment A2. The resumes should be attached to the Experience and Qualifications Form.

#### **5.05**

##### **Subcontracting**

As stated in this RFP Section 6.08 Subcontracting may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must submit a Subcontracting Form that identifies the following for each subcontractor including any subcontractor of the subcontractors:

- a) the name of the legal entity and the percent of services provided by the legal entity;
- b) the name and complete address of each subcontractor used by the legal entity, the type of work each subcontractor will be performing, and the percent of services provided by each subcontractor;
- c) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license;
- d) a written statement, signed by the proposed subcontractor, that clearly identifies that the subcontractor is committed to render the services required by the contract; and
- e) a written statement, signed by the proposed subcontractor, that certifies that it complies with Section 6.04 Offeror's Certification with the exception of h) and i).

Points a) and b) will be captured on the Subcontracting Form. An offeror must include a statement from each subcontractor addressing the requirements stated in points c), d) and e.

A Subcontracting Form is included with this RFP as Attachment A3. The subcontractor statements should be attached to the Subcontracting Form.

#### **5.06**

##### **Project Understanding**

An offeror must submit a comprehensive narrative that illustrates the offeror's understanding of the project purpose and scope of work.

A Project Understanding Form is included with this RFP as Attachment A4.

#### **5.07**

##### **Project Methodology**

An offeror must submit a comprehensive narrative that illustrates the methodology it intends to employ and how that methodology will serve to accomplish the project purpose and scope of work.

At a minimum, the following must be addressed in the narrative:

- a) guardianships;
- b) guardianship duties including plan for guardians to be contacted by wards in an emergency situation;
- c) system of volunteer guardians to serve the state;
- d) least restrictive alternatives; and
- e) inter-disciplinary team and team meetings.

A Project Methodology Form is included with this RFP as Attachment A5.

## **5.08**

### **Cost Proposal**

An offeror must submit a cost proposal that:

- a) includes a narrative justification with detailed calculations on how the costs were derived;
- b) states the requested reimbursement rate for the establishment of a guardianship up to a maximum of \$1,200; and
- c) states the requested reimbursement rate for guardianship duties per ward per day up to a maximum of \$3.92.

The State reserves the option of shifting funds between the cost categories during the contract term as needed to meet the scope of work.

A Cost Proposal Form is attached to this RFP as Attachment A6.

## **5.09**

### **Required Enclosures**

An offeror's failure to provide all documents and information specifically required in this RFP or an offeror's failure to sign the documents as indicated may cause the proposal to be determined non-responsive and the proposal may be rejected.



## **SECTION SIX STANDARD PROPOSAL INFORMATION**

### **6.01 Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFP must sign the Identifying Data Form as identified in Section 5.02 Authorizations and Certifications.

### **6.02 State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **6.03 Conflict of Interest**

Offerors must disclose any instances where the entity or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

### **6.04 Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### **6.05 Offer Held Firm**

Proposals must remain open and valid for at least ninety (90) days from the deadline specified for submission of proposals. In the event award is not made within ninety (90) days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

### **6.06 Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

#### **6.07**

##### **Alternate Proposals**

Offerors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be rejected.

#### **6.08**

##### **Subcontractors**

Subcontractors may be used to perform work under this contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the procurement officer.

#### **6.09**

##### **Joint Ventures**

Joint ventures will not be allowed.

#### **6.10**

##### **Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality.

For more information visit the following website at:

- North Dakota Office of the Attorney General  
Website: <http://www.ag.nd.gov/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

#### **6.11**

##### **Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award.

and any demonstrations, oral presentations, or site inspections, if required in this RFP.

## **6.12 Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

## **6.13 Clarification of Offerors**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **6.14 Discussions and Best and Final Offers**

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

## **6.15**

### **Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded.

For a listing of state preference laws, visit the following website:

- North Dakota State Procurement Office  
Website: <http://www.nd.gov/csd/spo/resources.html>  
For assistance contact: 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov)

## **6.16**

### **Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be held by telephone, through e-mail, or at the following location:

- Department of Human Services  
State Capitol Judicial Wing – 3<sup>rd</sup> Floor Room 317  
600 East Boulevard  
Bismarck, North Dakota

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

## **6.17**

### **Notice of Intent to Award – Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

## **6.18**

### **Protest and Appeal**

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven (7) calendar days before the deadline for receipt of proposals.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven (7) calendar days after the date the Notice of Intent to Award was issued.

**SECTION SEVEN  
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

**7.01**

**Proposal Format and Content**

**One Percent (1%)** of the total possible evaluation point will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

[a] How well was the format followed?

**7.02**

**Authorization and Certifications**

**Two Percent (2%)** of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

**Identifying Data Form**

[a] Has the offeror completed in its entirety and appropriately signed the Identifying Data Form?

**Conflict of Interest**

[a] Has the offeror included a signed statement that clearly address any possible conflict of interest by the entity or any individual working on the contract or does the offeror address there is no conflict?

**7.03**

**Project Management Plan**

**Seven Percent (7%)** of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

[a] Has the offeror identified by name and title, the entity's principal officers and board members?

[b] Has the offeror identified by name and title, the entity's staff and subcontract staff that will be involved in carrying out the project?

[c] Has the offeror included an entity organizational chart that describes the organization and illustrates lines of authority?

**7.04**

**Experience and Qualifications**

**Twenty Percent (20%)** of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

**Entity Experience**

[a] Has the offeror described the entity's experience in providing the service being purchased or in providing similar services as those being purchased?

[b] How relevant is the entity's experience to the service being purchased or to a similar service provided by the entity.

### **Entity Staff and Subcontract Staff Experience and Qualifications**

- [a] Has the offeror described the type of work that will be performed by each individual involved in carrying out the project, described relevant credentials and experience of each individual, and provided a resume for each?
- [b] How well has the offeror described the type of work that will be performed by each individual involved in carrying out the project?
- [c] How relevant is the credentials and experience of each individual involved in carrying out the project to the service being purchased?
- [d] Does the resume of the individual who will perform the guardianship duties reflect the social worker requirement?
- [e] Has the offeror included the license number and current license expiration date of the licensed social worker?

### **7.05**

#### **Subcontracting**

**Five Percent (5%)** of the total possible evaluation points will be assigned to this criterion.

- [a] Has the offeror included the legal entity name and percent of services provided by the legal entity?
- [b] Has the offeror included the name and complete address of each subcontractor, the type of work to be performed by each subcontractor, and the percent of services provided by each subcontractor?
- [c] Has the offeror provided sufficient evidence that each subcontractor is registered, and if applicable, holds a valid North Dakota business license?
- [d] Has the offeror included a signed statement from each subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract?
- [e] Has the offeror included a signed statement from each subcontractor that certifies that it complies with Section 6.04 Offeror's Certification?

### **7.06**

#### **Project Understanding**

**Ten Percent (10%)** of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror included a comprehensive narrative that illustrates the offeror's understanding of the project purpose and scope of work?
- [b] How well has the offeror illustrated an understanding of the purpose and scope of work?

### **7.07**

#### **Project Methodology**

**Forty-Five Percent (45%)** of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror included a comprehensive narrative that illustrates the methodology it intends to employ and how that methodology will serve to accomplish the project purpose and scope of work?
- [b] How well has the offeror illustrated the methodology that it intends to employ?
- [c] How well has the offeror illustrated how the methodology will serve to accomplish the purpose and scope of work?
- [d] How well has the following been addressed in the narrative:
  - guardianships;
  - guardianship duties including a plan for guardians to be contacted by wards in an emergency situation;
  - system of volunteer guardians to serve the state;

- least restrictive alternatives; and
- inter-disciplinary team and team meetings?

## **7.08**

### **Cost Proposal**

**Ten Percent (10%)** of the total possible points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror included a narrative justification that provides detailed calculations on how the costs were derived?
- [b] Does the offeror's narrative justification and detailed calculations provide a clear understanding of the project costs.
- [c] Has the offeror stated the requested reimbursement rate for the establishment of a guardianship?
- [d] Has the offeror stated the requested reimbursement rate for guardianship duties per ward per day?
- [e] Does the offeror's proposal exceed the maximum rate of \$1,200 for the establishment of a guardianship?
- [f] Does the offeror's proposal exceed the maximum rate of \$3.92 per ward per day for performing guardianship duties?
- [g] Does the offeror's proposal exceed the funds available?

## **7.09**

### **Site Inspection Of Offeror's Facility**

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

## **SECTION EIGHT ATTACHMENTS**

### **8.01 Attachments**

Attachment 1 – Sample Contract  
Attachment A – Identifying Data Form  
Attachment A1 – Project Management Plan Form  
Attachment A2 – Experience and Qualifications Form  
Attachment A3 – Subcontracting Form  
Attachment A4 – Project Understanding Form  
Attachment A4 – Project Methodology Form  
Attachment A6 – Cost Proposal Form



PURCHASE OF SERVICE AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, Aging Services (State), has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, [VENDOR] , , (Vendor) proposes to provide those services;

NOW, THEREFORE, the State and Vendor enter into the following:

I. TERM OF THE AGREEMENT

The term of this agreement shall be from the \_\_\_\_ day of \_\_\_\_\_ 200\_\_ through the \_\_\_\_ day of \_\_\_\_\_ 200\_. However, this agreement may be terminated with or without cause by either party giving the other party thirty (30) days prior written notice.

II. SCOPE OF SERVICE

The Vendor agrees to provide

III. COMPENSATION

The State, upon written request of the Vendor, agrees to pay the Vendor \$ \_\_\_\_\_ for completing the scope of service. Total payment under the terms of this agreement shall not exceed \$ \_\_\_\_\_. **Final payment requests shall be submitted to the State no later than thirty (30) days after the expiration of this agreement.**

IV. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

The Vendor understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. VENDOR ASSURANCES

This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, and the Drug-Free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to the Contract Officer, Legal Advisory Unit, North Dakota Department of Human Services, Judicial Wing, State

Capitol, 600 E. Boulevard, Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).

The Vendor certifies by signing this agreement that neither the Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.

Vendor shall be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by NDCC § 54-44.4-09.

VI. AUTHORITY TO CONTRACT

The Vendor shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Vendor may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Vendor agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Vendor shall perform as an independent entity under this agreement. The Vendor, its employees, agents, or representatives are not employees of the State for all purposes, including but not limited to, the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Vendor's activities and responsibilities under this agreement.

VIII. NONPERFORMANCE

Failure by the Vendor to perform the terms of this agreement shall constitute a breach of contract, and shall result in the immediate termination of the agreement. In the event of a termination for breach by the Vendor, the State may retain, as liquidated damages, any payment to be made under this agreement which remains unpaid at the time of the breach, and may also recover from the Vendor, those amounts already paid for individual items of work which are incomplete at the time of the breach.

However, should a breach by the Vendor be caused by circumstances, beyond the control of the Vendor, and no fault of its own, so as to render the agreement impossible of performance by the Vendor, then the agreement shall be terminated. In the event of a breach, by the Vendor, in such circumstances, the State may set off, against any liability or obligations owed to the Vendor, under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach, but shall not be entitled to liquidated damages.

The State shall give written notice, to the Vendor, of the termination, which notice shall specify the effective date thereof.

IX. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Vendor, for the services identified in Paragraph II, the obligations of each party hereunder may be

terminated at the option of the State, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

X. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Vendor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

XI. INSURANCE

Vendor shall secure and keep in force during the term of this agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
  - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may

- have against the State;
- b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
- c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
- d) a provision that Vendor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the state and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Vendor's insurance and shall not contribute with it;
- e) cross liability/severability of interest for all policies and endorsements;
- 6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 7) The Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 8) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

XII. ACCESS TO BOOKS AND RECORDS

The State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit, examination, or making excerpts and transcripts. This documentation shall be available for a period of three (3) years from the date of submission of the final expenditures report.

XIII. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

XIV. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Vendor and the State. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XV. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XVI. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVII. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the

other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XVIII. CONFIDENTIAL INFORMATION

The Vendor agrees not to use or disclose any information it receives from the State under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the State. The State agrees not to disclose any information it receives from the Vendor which the Vendor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the State and the Vendor to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

XIX. OWNERSHIP OF WORK PRODUCT

All work product, equipment or materials created or purchased under this agreement belong to the State and must be delivered to State at State's request upon termination of this agreement. Vendor agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the State all rights and interests Vendor may have in the materials it prepares under this agreement, including any right to derivative use of the material. Vendor shall execute all necessary documents to enable the State to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the State.

XX. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in Section XVIII, the State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records which are obtained or generated by the Vendor under this agreement, except for records that are confidential under Section XVIII, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Vendor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request.

XXI. ATTORNEY FEES

In the event a lawsuit is instituted by the State to obtain performance due of any kind under this agreement, and the State is the prevailing party, Vendor shall, except when prohibited by N.D.C.C. § 28-26-04, pay the State's reasonable attorney fees and costs in connection with the lawsuit.

XXII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The State does not waive any right to a jury trial.

[VENDOR]

By \_\_\_\_\_ DATE \_\_\_\_\_

Its \_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
Vendor's Federal Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By \_\_\_\_\_ DATE \_\_\_\_\_  
CAROL K. OLSON  
EXECUTIVE DIRECTOR

By \_\_\_\_\_ DATE \_\_\_\_\_  
LINDA WRIGHT, DIRECTOR  
AGING SERVICES DIVISION

By \_\_\_\_\_ DATE \_\_\_\_\_  
BRENDA M. WEISZ  
INTERIM CONTRACT OFFICER

**ATTACHMENT A**

<b>IDENTIFYING DATA FORM GUARDIANSHIP SERVICES FOR VULNERABLE ADULTS</b>
--

**SECTION A: (To be completed when submitting a proposal).**

<b>Legal Entity Name:</b> Name of Entity	
<b>Legal Entity Contact Individual:</b> Name and Title of Individual Telephone Number Fax Number E-Mail Address	
<b>Mailing Address:</b> Street Address or PO Box City, State, and Zip Code	
<b>Contract Term:</b> Beginning Date and Ending Date	
<b>Legal Entity Fiscal Year:</b> Tax Year	
<b>Legal Entity Taxpayer ID Number:</b> Taxpayer Identification Number	
<b>Minority Owned:</b> <b>(Indicate as Appropriate)</b> Yes or No	
<b>Legal Entity Type:</b> <b>(Indicate as Appropriate)</b> Non-Profit Entity For-Profit Entity Tribal Government Institute of Higher Education Other State Agency Other Governmental Entity	

The Board Chairperson or Board Vice-Chairperson must sign the initial Identifying Data Form. If the offeror is not governed by a Board, the form must be signed by an individual authorized to legally bind the offeror.

<b>Legal Entity Authorized Individual:</b> Typed Name and Title	
Signature and Date	

**SECTION B: (To be completed for changes during the contract term).**

The legal entity is responsible for updating any information contained on this form and for resubmission of the form to Aging Services Division. When submitting a revision, the entity must identify below, the reason for the revision, i.e., e-mail change, address change, etc. Subsequent forms can be signed by the contact individual.

<b>Revised Identifying Data Form:</b> Reason for Change	
--	--

**PROJECT MANAGEMENT PLAN FORM  
GUARDIANSHIP SERVICES FOR VULNERABLE ADULTS**

**ENTITY PRINCIPAL OFFICERS AND BOARD MEMBERS**

**ENTITY STAFF AND SUBCONTRACT STAFF THAT WILL BE INVOLVED IN PROJECT**



**EXPERIENCE AND QUALIFICATIONS FORM  
GUARDIANSHIP SERVICES FOR VULNERABLE ADULTS**

**ENTITY EXPERIENCE**

**ENTITY STAFF AND SUBCONTRACT STAFF EXPERIENCE AND QUALIFICATIONS**

**SUBCONTRACTING FORM  
GUARDIANSHIP SERVICES FOR VULNERABLE ADULTS**

**LEGAL ENTITY INFORMATION**

**SUBCONTRACTOR INFORMATION**

**PROJECT UNDERSTANDING FORM  
GUARDIANSHIP SERVICES FOR VULNERABLE ADULTS**

**PROJECT UNDERSTANDING NARRATIVE**

**PROJECT METHODOLOGY FORM  
GUARDIANSHIP SERVICES TO VULNERABLE ADULTS**

**PROJECT METHODOLOGY NARRATIVE**

**COST PROPOSAL FORM  
GUARDIANSHIP SERVICES FOR VULNERABLE ADULTS**

<b>COST CATEGORIES</b>	<b>NARRATIVE JUSTIFICATION INCLUDING DETAILED CALCULATIONS</b>	<b>REQUESTED REIMBURSEMENT RATE</b>	<b>BUDGETED TOTALS</b>
<b>ESTABLISHMENT OF GUARDIANSHIPS</b>		\$	\$
<b>GUARDIANSHIP DUTIES</b>		\$	\$
			\$